

**McDERMOTT & RADZIK, LLP**  
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**JUDGE COTE**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X AIR SEA SERVICES, S.R.L.,

**07 CIV 5721**

Plaintiff,

**ECF CASE**

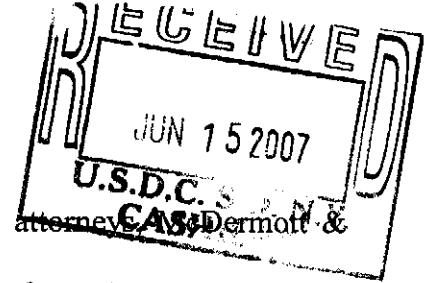
- against -

**COMPLAINT**

DELTA AIR LINES, INC.,

Defendant.

-----X



Plaintiff, AIR SEA SERVICES, S.R.L., by its attorney CAS, McDermott &

Radzik, LLP, complaining of the defendant, alleges upon information and belief as follows:

**FIRST:** Plaintiff's claim involves international transportation as defined in the Convention for the Unification of Certain Rules Relating to International Transportation by Air ("Warsaw Convention"), October 29, 1929, 49 Stat. 3000 (1934), 137 L.N.T.S. 11 *reprinted in note following 49 U.S.C. § 40105*, its amending Protocols and/or the Montreal Convention, and as such arises under a treaty of the United States and this Court has jurisdiction pursuant to 28 U.S.C. § 1331.

**SECOND:** At all times mentioned herein, plaintiff Air Sea Services, S.R.L. (hereinafter "Air Sea"), was and still is a corporation organized and existing under

and by virtue of the laws of Italy, with an office and place of business at Via Del Serpente 93, 25125, Brescia, Italy.

**THIRD:** At all times hereinafter mentioned, defendant Delta Air Lines (hereinafter "Delta"), was and now is a corporation organized and existing under and by virtue of the laws of Delaware with an office and place of business at 1030 Delta Boulevard, Dept. 852, Atlanta, Georgia, 30354 and was and now is engaged in business as a common carrier of merchandise by air for hire.

**FOURTH:** On or about June 15, 2005 there were shipped by or on behalf of Delta, then in actual good order and condition, a cargo consisting of sporting arms spare parts (hereinafter, "the goods") consigned to Kel Tec CNC Industries Inc. for which the defendant acknowledged receipt under Master Air Waybill 04175141003 and the said defendants agreed to carry the said goods from Milan, Italy to Orlando, Florida and then and there deliver them in the same actual good order and condition as when delivered to the said defendant.

**FIFTH:** Thereafter the defendant Delta delivered the shipments to plaintiff's assured or its representatives; however, they were not in the same good order and condition as when shipped but rather stolen in transit, all in violation of the said defendants' duties as a common carriers of merchandise by air for hire and/or as cargo handlers.

**SIXTH:** The plaintiff is the subrogated air forwarder of the shipper, consignee or owner of the shipments hereinafter described and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may

be or become interested in the said shipment, as their respective interests may ultimately appear, and the plaintiff is entitled to maintain this action.

**SEVENTH:** By virtue of the premises, plaintiff has sustained damage in the sum of \$11,607.50 as nearly as same can now be determined, no part of which has been paid although duly demanded.

**WHEREFORE**, plaintiff demands judgment against the defendant, Delta up to the sum of \$ 11,607.50 with interest from June 15, 2005 together with costs and disbursements of this action.

Dated: New York, New York  
June 15, 2007 June 14, 2007

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By:



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